1. **DEFINITIONS AND INTERPRETATION**
2. The headings to the clauses are for reference purposes only and shall not be used in the interpretation of the clauses to which they relate;
3. Unless the context clearly indicates a contrary intention, words importing one gender includes the other two genders, the singular includes the plural and vice-versa, and natural persons include created entities (corporate or incorporate) and vice-versa;
4. Words implying the singular, shall include the plural and vice versa. Words importing one gender shall include any other and reference to natural persons shall include legal entities and vice versa.
5. “South Africa 365 Travel cc”, (trading as South Africa 365, Safari 365 and associated entities)", registered in terms of the laws of South Africa and having registration number 2005/114443/23;
6. “South Africa 365 websites” means the websites owned and operated by South Africa 365, including but not limited to South Africa 365, Safari 365 and associated domains.
7. "The client"/"you" means the person/s named on the reservation form (whether it be a provisional or confirmed reservation form) and who contracts with South Africa 365 on the terms and conditions set out herein. The client shall also include any agent who makes any booking of third party clients in respect of a reservation. Such agent, as well as the persons named on the provisional and the confirmed reservation form, shall be jointly and severally liable to South Africa 365 for the performance of their obligations in terms of this document, as well as any contract / s made pursuant hereto;
8. "Services" means the provision of travel and/or other services as an agent for and on behalf of principals and/or other agents engaged in or associated with the travel industry, including, inter alia, airlines, car hire, tour operators, hotels, shipping companies, and other providers of air, land sea or any other travel arrangements, products or services and including, hotel, lodge, backpackers' and bed & breakfast accommodation, National Park Reservations, transfer reservations, air charter reservations, , scheduled departure safari reservations, set departure tour reservations, day tours, excursions and adventure activities reservations, and shall include any other services incidental to any of the aforegoing ( and collectively hereinafter referred to as the "suppliers" or "third party" suppliers);
9. "Parties" mean South Africa 365 and the client (or "you") and party means any one of them;
10. "Third party", "supplier", "service supplier" all refer to the principal.
11. **APPLICABILITY OF STANDARD TERMS AND CONDITIONS OF CONTRACT**
12. All and any business or contracts undertaken or advice, information or services rendered by South Africa 365, in connection with the services, whether gratuitous or not, is undertaken and provided in accordance with these standard terms and conditions of contract.
13. **SOUTH AFRICA 365 ACTING AS AGENT ONLY**
14. In terms of these standard trading conditions, and any contract/s concluded pursuant hereto, South Africa 365 acts as agent only for and on behalf of the client/you in procuring the services. As such, South Africa 365 shall procure the services for and behalf of the client as agent for it with relevant principal concerned. South Africa 365 shall, under no circumstances, be liable for the acts and omissions, loss, damage, accident or delay caused by the relevant principal concerned.
15. **BOOKINGS, CHANGE OF ARRANGEMENTS, ROUTES AND PRICES**
16. As stated above, South Africa 365 represents airlines, tour operators, service suppliers and other travel organizations in the capacity of an agent only and accordingly, on receipt by South Africa 365 of any booking (which booking shall be deemed to constitute your acceptance of these terms and conditions) South Africa 365 shall transmit any such booking to the supplier concerned and endeavour to secure all reservations and arrangements timeously.
17. Please note that all vouchers, receipts and tickets that are issued are also subject to the terms and conditions specified by the suppliers. Your acceptance of the vouchers or tickets and/or you utilising the services comprising any South Africa 365 tour or package will be deemed to constitute your acceptance of the suppliers' terms and conditions. The terms of conditions of South Africa 365 will also be applicable and you will be liable on the terms provided for herein.
18. "The booking" or "the reservation" refers to part or all of the travel arrangements for transportation, accommodation, sightseeing and other linked travel services made on behalf of a client with the suppliers.
19. South Africa 365 will endeavour to timeously confirm the status of any booking in writing. Where South Africa 365 is unable to do so, failure to provide written confirmation shall not negate the validity and/or conditions of the booking, nor will South Africa 365's failure to do so constitute an act of negligence or breach on its part.
20. In order to secure a provisional reservation for the services required by a client, you shall be required to pay South Africa 365 a non-refundable deposit of 30% (Thirty percent) of the quoted cost for the services. In the event of the deposit not being paid aforesaid, the provisional booking shall lapse.
21. The Final balance for the services required by a client is due 60 days prior to travel.
22. Greater deposits may be required in instances of specialist product and or peak season travel.
23. If the aforementioned payments are not received timely, the Company will be unable to confirm the booking for the Client
24. Final invoicing is based upon The Total Confirmed Prices, less any payments made plus any additional charges due to booking changes that may have accumulated in terms of this agreement.
25. In the event of the client wishing to amend his reservation in any way, South Africa 365 may elect, in its sole discretion and without obligation, to do so, to charge an amendment fee as it deems necessary.
26. The client shall be obliged to advise South Africa 365 in writing on the booking reservation form of any special requests, needs or facilities required by him due to medical needs, requirements relating to disabilities, special dietary requirements and refrigeration for the storage of insulin and other medically prescribed drugs, and any other requirements incidental thereto. The costs of complying with such special requests, needs or facilities shall be borne by the client and shall be payable on demand.
27. In the event of there being an unscheduled extension to the booking caused by flight delay, bad weather, strike or any other cause that is beyond the control of South Africa 365, it is understood that expenses relating to such unscheduled extensions (e.g., hotel accommodation) will be for your account and South Africa 365 cannot be held liable therefor.
28. In the event that any supplier is unable to provide the service booked on your behalf, South Africa 365 will endeavor to offer you alternative arrangements of similar classification and in the same area, wherever possible. Should you be unwilling or unable to accept the alternative arrangements offered by South Africa 365, any refunds to which you may be entitled is subject to the terms and conditions of the relevant supplier and to the terms for cancellation provided for herein. Any refund in respect of any commission paid or payable to South Africa 365 shall be at the sole discretion of South Africa 365.
29. Whilst every effort is made to adhere to the confirmed itineraries, South Africa 365 reserves the right to effect changes should this be deemed necessary. In such cases, where an alteration to the tour itinerary is necessitated by, for example, a change in weather conditions, this does not constitute a ground for a refund.
30. The quoted booking price is based on, inter alia, fares, hotel prices, land costs and other relevant costs prevailing at the date of South Africa 365's quotation. You agree that in the event of there being any increase in any such costs prior to receipt by South Africa 365 of the final payment, such increase shall be for your account (unless otherwise agreed to by South Africa 365 or the supplier concerned) and shall be payable, without deduction or set-off, simultaneously with the final payment contemplated in this document.
31. Any increase in the booking price occasioned by the fluctuation in rates of exchange between the date of quotation and the date of final payment below shall similarly be for your account. Any increase occasioned by the fluctuation in the rates of exchange shall be payable, without deduction or set-off, simultaneously with the final payment.
32. All quotations given by South Africa 365 in connection with the services to a client shall be in writing and, unless otherwise agreed to in writing by a member of South Africa 365, shall be in the currency of South African Rand. Such quotations shall be inclusive of South African value added tax (where applicable). Acceptance of any quotation by a client shall be in writing. South Africa 365 reserves the right to amend and increase any quotation, even after acceptance by the client, in the event of any adverse currency fluctuations, increases in Government or Statutory levies, increases levied by third party suppliers, such as airlines, providers of accommodation and transportation and other third party suppliers, in respect of the services.
33. Any revision in quotes will be commensurate with the change in the currency exchange rates or the increase in the amounts payable. In the event of the client disputing the quantum of such increase, it shall be referred forthwith to the accounting officer of South Africa 365 for determination, who, in such determination, shall act as expert and not as arbitrator, and whose decision shall be final and binding on South Africa 365 and the client, and accordingly not subject to appeal.
34. All payments to be made by a client to South Africa 365 shall be free of exchange, deduction or set-off or whatsoever nature. Payments shall be made by the client to South Africa 365 by way of cash, direct transfer, forex transfer or by credit card. The client shall provide South Africa 365 forthwith, upon making any payment, with written proof thereof in the form of a deposit slip, remittance advice or credit card authorization form. The relevant reference number for the booking shall at all times be reflected on the proof of payment.
35. All payments due by a client to South Africa 365 shall be made no later than 3 (three) working days after confirmation of a booking by a client. Interest at 2% (two percent) above the current prime bank overdraft rate will automatically be applied to all overdue amounts.
36. Although South Africa 365 strives to ensure that all rates displayed on sites are correct and accurate, South Africa 365 reserves the right to request additional payments from clients, should properties which have seasonal/ special event rates, charge such rates. Certain properties/ property groups, make rate changes at their discretion, and at short notice. Any additional costs for such changes shall be payable to South Africa 365, on demand.
37. **ITEMS NOT INCLUDED IN BOOKING**
38. Certain items are not included in the cost of the booking. These costs which are your responsibility include, but are not limited to the costs of insurances as referred to in clause 8 below, insurance cover for cancellation and curtailment, repatriation costs, medical expenses, emergency evacuation, gratuities and beverages, optional meals and any optional excursion not reflected on the booking reservation.
39. Furthermore, all costs with regard to any complying with any special requirements, as outlined shall be borne by the client.
40. **ALTERATIONS TO ITINERARIES**
41. In amplification of the aforegoing in 5.8 above, South Africa 365 has the right at any time, and in its sole discretion, to amend or cancel any of the services or the remainder thereof, or to make any alteration in route, accommodation, transportation arrangements in the event of the services or any part thereof rendered impossible, illegal or inadvisable due to force majeure , the definition of which including war, strike, civil strife, riot, industrial dispute, natural or nuclear disaster, fire, adverse weather conditions, governmental interference or any other external circumstances beyond South Africa 365 's control.
42. Any extra costs and expenses occasioned as a result of an alteration to or cancellation of itineraries as provided for in clause 4.1 above shall be payable by you on demand by South Africa 365.
43. South Africa 365 may further in its sole discretion cancel or terminate a client's booking for the services or any remaining part thereof in the event of any illness or the illegal or incompatible behaviour by you, who shall, in those circumstances, not be entitled to any refund. Any extra costs occasioned by such cancellation or termination as provided for in this clause 7 shall be payable by you on demand.
44. **CANCELLATIONS AND REFUNDS**
45. Cancellations of confirmed bookings may only take place according to the procedure outlined in this clause. All requests for cancellations shall be made by you in writing to South Africa 365 and shall only be effective on the date of actual receipt by South Africa 365.
46. The following cancellation fees shall be applicable and shall be calculated by reference to the total booking cost ("TBC") of the services booked for by you:
    1. 60 days or more notice given by the client, 70% (seventy percent) of the TBC shall be refunded;
    2. 59 - 30 days notice given by the client, 50% (fifty percent) of the TBC shall be refunded;
    3. Less than 30 days notice given by the client, the full TBC will be forfeited and no refund shall be granted.
47. The amount of days notice given by the client is calculated as date of receipt by South Africa 365 of a client's cancellation request, less the date of embarkation by the client. For the avoidance of any doubt, "embarkation" shall mean the date on which a client is booked to commence travel, an excursion or any activity for which the services are booked, which ever is the greater,
48. Refunds shall not be given to clients who arrive early, late or who do not show for a booking. In the event of you during the course of a booking terminating it for whatever reason, no refund shall be made unless with the prior written approval of a member of South Africa 365.
49. Notwithstanding the detail as to the calculations provided in 4.2 above, it is specifically recorded that South Africa 365 retains the right to exercise its discretion and charge any reasonable fees for cancellation with the above calculations acting as guidelines only.
50. **INSURANCE**
51. Whilst South Africa 365 will take reasonable steps to secure your reservations timeously and to ensure your comfort and safety, participation in any tours or packages offered by the principal (including transportation to and from any venues) is at your own risk. Accordingly, you and any person on whose behalf you have booked, will have no claims (whether for loss, damage, injury, accident, delay or inconvenience to any person and/or their luggage or other property) against South Africa 365, its employees agents and assigns (including any holding, parent, subsidiary, affiliated or associated company or any representative thereof), howsoever such loss may occur and whether the same shall arise from or be occasioned by the negligence of the indemnified parties or otherwise.
52. You will be responsible for arranging and effecting adequate insurance cover to ensure that you carry comprehensive travel and medical insurance cover in order to cover yourself, your dependants and/or traveling companions for the duration of the booking for which you have reserved.
53. This insurance cover should include cover in respect of, but not limited to, as a minimum, the following eventualities: any expenses associated with cancellation or curtailment of a booking reservation; emergency evacuation and medical expenses; personal injury, repatriation expenses; damage / theft / loss of personal baggage, money and goods.
54. Under no circumstances shall South Africa 365, its representatives, employees or members be responsible for any costs, losses incurred or suffered by you, your dependants or traveling companions with regard to, but not limited to, the above eventualities.
55. You hereby acknowledge that it is your responsibility to take travel insurance and that the cost thereof will be for your account.
56. South Africa 365 will, on receipt of your written request to do so, provide you with factual and objective information on the various and/or specific travel insurance products requested by you (including a description of the product(s), cover afforded to you under the product(s) and the premium(s) payable in respect of such products). Any such information provided by South Africa 365 is not intended to, nor does it constitute a recommendation or suggestion as to the insurance cover to be effected by you.
57. Queries must be addressed to the principal insurer, as South Africa 365 shall not in any way be held responsible for any and/or all information advanced by the insurer's staff in this regard.
58. **RIGHT OF RETENTION**
59. ntil such time as South Africa 365 has received payment in full for the services as set out in the confirmed booking reservation, all documentation, including without limited the generality thereof, airline tickets, vouchers for accommodation, excursions, meals and transportation (all of which hereinafter referred to as "the documents") will not be issued or handed over to the client. The provisions of this clause shall entitle South Africa 365 so as to give it a right of retention or lien in respect of the documents.
60. **VACCINATIONS & HEALTH**
61. It is your responsibility to be aware of malaria, yellow fever and other potential diseases when traveling to Africa. You, as client must take all necessary vaccinations and precautions, as are required in the prevention of these diseases, which are endemic to certain regions of Africa. You shall therefore prior to embarking for the services for which you are booked attend at your medical practitioner or a travel clinic to obtain the necessary vaccinations, medication and advice. South Africa 365 does not accept any responsibility whatsoever for you being refused entry to any country due to incorrect or incomplete health documentation or vaccinations.
62. You should be medically fit, in good health and able to embark upon a trip. If you have any pre-existing medical condition or illness, you must declare the true nature of such condition at the time of booking and make arrangements for the provision of any drugs or other cause of treatment, which may be required during your trip. In some cases, you will be required to provide a medical statement from a medical practitioner to confirm that you are fit to travel.
63. **PASSPORTS, VISAS AND MEDICAL REQUIREMENTS**
64. You must ensure that prior to embarking on the travels your passport and visas, and those of your dependants and travelling companions are valid for the countries to be visited. Such responsibility shall also extend to vaccinations and other medical certificates, and all other travel documents, including traveller's cheques, where applicable.
65. All client passports must have sufficient blank visa pages (minimum 2 recommended) available in their passports in accordance with the regulations of various African countries.
66. All client passports must be valid for a minimum of six months after travel.
67. The company can not be held liable for any advice in respect of a visa or passport issue that is dispended by their Africa Safari Expert or displayed on the Company’s website relating to passports, pernuts and/or visas. The final responsibility to ensure that passport and visa requirements is correct and adhered to lays with the traveller.
68. South Africa 365 does not accept any responsibility for changes in medical requirements or regulations for visas or any particular visa requirements. Should you be refused entry to any country, due to incorrect or incomplete documentation or failure to comply with that country's medical requirements, South Africa 365 shall not be liable for any costs of whatsoever nature occasioned thereby.
69. **DISCLAIMER OF LIABILITY**
70. South Africa 365 shall not be liable to you for any claim of whatsoever nature in connection with the provision of the services ( whether in contract or delict ) and whether for damages for personal injury or to property, howsoever arising, including, but without limiting the generality of the aforesaid:-
    1. any negligent act or omission or statement by South Africa 365, its servants, employees or agents;
    2. any grossly negligent act or omission or statement by South Africa 365, its servants, employees or agents; unless:
    3. such claim arises from the willful misconduct of South Africa 365, its servants, employees or agents;
    4. South Africa 365 receives written notice from the client no later than 7 calendar days from the event giving rise to the claim in question and, failing such notice, the client shall have no claim against South Africa 365.
71. otwithstanding anything to the contrary contained in these standard terms and conditions of contract, South Africa 365 shall under no circumstances whatever, be liable for any indirect or consequential loss/es, howsoever caused or suffered by you.
72. **CONSENT TO RISKS ASSUMED**
73. li>You hereby consent to the risks inherent in "wildlife adventure travel" and travel to an African country, and warrant that you are aware of such risks and undertakes the tours, safaris, wildlife and other excursions in connection with the services with full knowledge and appreciation thereof and at you own risk.
74. **AIR TRAVEL**
75. Air transportation will be economy class unless otherwise stated. The airfare and airport tax, which are quoted, are current and are subject to change without prior warning should the airline impose an increase in rates for any reason. Should the fare quoted not be available at the time of booking the next applicable fare will be booked and amended costs advised accordingly. Please note that fares may increase between time of booking, time of payment and the ticket being issued. Any increase in air fares shall be payable on demand by South Africa 365 by the client,
76. South Africa 365 cannot be held responsible should airlines discontinue flights on certain routings or change scheduled timetables resulting in missed connections. Should an amendment in routing or itinerary be necessary, any additional costs incurred will be borne by you and shall be payable to South Africa 365 on demand.
77. Due to recent international events, many airlines / airports have extended the check in times of both domestic and international flights. South Africa 365 cannot be held responsible for any delays or circumstances that may result in a client missing their flight or subsequent transfers. Throughout the entire booking process, it is your responsibility to ensure that enough time has been calculated in order not to miss connecting flights and transfers.
78. **CHILD POLICY**
79. A child of 12 years and older will automatically be regarded as an adult and charged the full adult rate for all services provided unless otherwise agreed in writing by South Africa 365.
80. Certain suppliers offer a discounted rate to children under 12 years old, however rates will be advised according to the itinerary requested at the time of booking.
81. Certain accommodation establishments refuse permission to children under the age of 12 years, such as certain private game lodges and hotels. Acceptance of children is therefore subject to the availability of family units and specific conditions implemented by the supplier.
82. Suppliers, which allow children under 12, may have restrictions regarding activities, in which children may partake. This is at the discretion of the supplier and needs to be confirmed with South Africa 365 at the time of booking. South Africa 365 cannot be held liable for any changes to the suppliers' child policy.
83. **NON-WAIVER**
84. No extension of time or relaxation of any of the provisions of these standard terms and conditions of contract shall operate as an estoppel against South Africa 365 in respect of its rights herein, nor shall it operate so as to preclude South Africa 365 thereafter from exercising its rights strictly in accordance with these standard terms and conditions.
85. **INTERPRETATION, LAW APPLICABLE AND JURISDICTION**
86. This agreement is governed by the laws of the Republic of South Africa and you hereby submit to the non-exclusive jurisdiction of the South African Courts. These standard terms and conditions and all agreements entered into between South Africa 365 and the client/you pursuant thereto, and on the terms thereof shall be governed by and construed according to the laws of the Republic of South Africa, irrespective of the place where the agreement/s where entered into.
87. The parties agree that save to the extent stated in this Agreement, no conditions, warranties or representation, whether oral or written and whether express or implied whether by statute or otherwise, shall apply hereto
88. No indulgence, leniency, or extension of time which South Africa 365 may grant or show to you shall in any way prejudice South Africa 365 or preclude South Africa 365 from exercising any of its rights against you in the future.
89. This document reflects the only and full agreement between you and South Africa 365 and any variation and/or extension thereof shall not be valid unless agreed to both by the Parties in writing.
90. In the event of a clash and/or uncertainty in meaning and/or interpretation between this and any other document issued by South Africa 365, this document will always have preference.
91. No variation or alteration of these standard terms and conditions of contract shall be binding on South Africa 365 unless embodied in a written document signed by a member of South Africa 365. Any purported variation or alteration of these standard terms and conditions of contract otherwise than as set out above shall be of no force or effect, whether such purported variation is written or oral, or a combination of both.

**Note: South Africa 365 acts as an agent only and is not liable for any loss, damage, accident, delay or inconvenience caused by the principal as defined.**